

Laserfiche Contract Document Dictionary

Construction

Defined as contracts or agreements for creating or building infrastructure or a facility, such as road, sidewalk, bridge, sewer, or other type of building project. This type is primarily used by public service.

Construction Change order

Defined as an agreement that changes the conditions of a Construction Contract. These agreements relate to a specific construction contract.

Development Agreement

Use this type when contract document is titled "Development Agreement." Primarily used and initiated by the City Attorney's office.

Defined as an Agreement to develop a parcel of land.

Examples: Market Place development or Stadium District Development

Extended Service Warranty / Agreement – No Sample Document

See Maintenance

Goods and Services - Expense

Contracts for goods and services provided to the City. Goods include any article of trade, items, products, supplies, and information technology resources. Services include but are not limited to the furnishing of time, labor, effort or specialized skills including operational, professional, maintenance and repair, non-professional, consultant, and human social services.

Examples: Purchase of police vehicles or trash pick up service.

Goods and Services – Revenue

Includes Grant Revenue, City provides Service in exchange for revenue.

Contracts for goods and services provided by the City

Example: Grants with the State or Federal Government

Grants Goods & Services – Expense – No Sample Document

Goods and Services are defined as the outcome of human efforts to meet the wants and needs of people. Therefore, Grant Goods and Services would relate to any grant funded project to provide goods and/or services. This type of contract is primarily used by HRCS, but may be used by a few other departments as well.

Grants Revenue – No Sample Document

Revenue received from Grant Applications to be used for specified purpose.

Leases – Expense

Agreement to lease services or property for use by the City.

Example: Lease for use of Hill Center by the Police Department.

Leases – Revenue

Agreement to use City facilities or things – leases by residents or community groups.

Example: Working with the Lansing Boat Club

Letter of Intent

This type is mainly used by Public Service for Public Service purposes.

It is an agreement with an outside agency for extension of City Infrastructure to a Project which will be paid for by outside entity.

License Application

See Example

License Application – Liquor

*Parks and Rec Department Only. *See Example*

Loans and Liens

Planning and Neighborhood Development

Maintenance – No Sample Document

Maintenance means work that maintains or improves the health of some asset.

Agreements the City enters into for service or maintenance of certain equipment, such as service for the elevators or city owned vehicles.

Mayor's Office Only

For use by the Mayor's office only.

Memorandum of Understanding

The document is typically titled "Memorandum of Understanding." Defined as an agreement used to define a relationship between parties, departments, agencies or companies.

Mutual Aid Agreement

Agreements between the City and other agencies or municipalities for assistance with public safety matters. Example: Police Dept. has agreements with other policing agencies to receive and/or provide policing services at defined times and upon defined terms.

Permits

See Example

Real Estate Lease/Purchase -- No Sample Document

Contracts where the City is purchasing or leasing Real Estate

Services in Kind

Contracts where a service is tendered for a service received (no exchange for money)

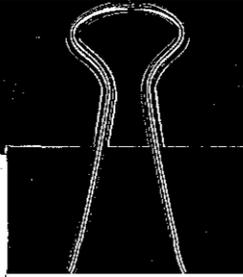
Shared Facilities – No Sample Document

Could be considered Goods and Services

Shared Services – No Sample Document

Contracts where the City is agreeing to share purchased services with another entity

CONSTRUCTION EXAMPLE



Virg Bernero, Mayor

PUBLIC SERVICE DEPARTMENT

Engineering Division
732 City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
http://publicservice.cityoflansingmi.com



To: Virg Bernero, Mayor
Chad Gamble, P.E., Chief Operating Officer and Director of Public Service

From: Zubair Ahmad, P.E., Project Engineer

Date: September 25, 2015

Subject: E.T. MacKenzie Construction Co. Contract: 2015 - Sidewalk Repair Project (PS# 01113)

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p-1
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Two originals of the above referenced contract are submitted for your signature. The contractor has provided necessary bonds and documentation for execution of the contract pursuant to approval of his bid and issuance of Notice of Award.

The contract amount is \$262,415.75

The proposed construction expenditures will be met from the following accounts:
\$221,262.85 from 410.933690.974200.13026 (City Share Sidewalk Repair)
\$41,152.90 from 404.933602.974200.42276 (Assessment Roll, B-095)

Thank you.

[t] Approved Dean Johnson, P.E., City Engineer

Date: 9/1/15

[f] Approved Christopher Mumby, Deputy Director

Date: 9/1/15

CONSTRUCTION CHANGE ORDER EXAMPLE

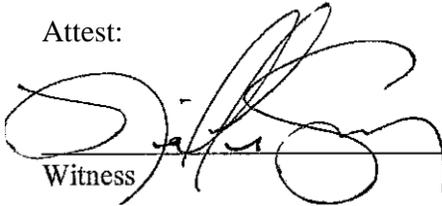
**CHANGE ORDER #1
FRANCE PARK FENCING
B/13/004
FUTURE FENCE COMPANY**

This change order authorizes the consultant to make the following changes in the work covered under this contract:

I. Additional 330 linear feet of fencing and one column (north of vehicle gate) ADD \$1,500.00

Previous Contract Amount	\$116,744.00
Change Order Amount	<u>+ 31,408.00</u>
New Contract Amount	\$148,152.00

Attest:

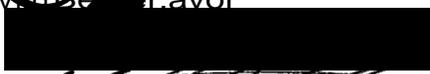
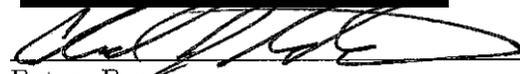


Witness

D- < L --

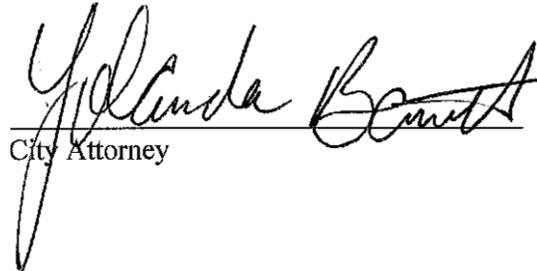
City of Lansing



City Representative



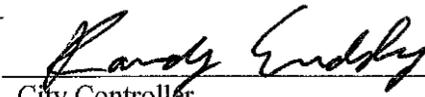
Future Fence

Approve as to form only

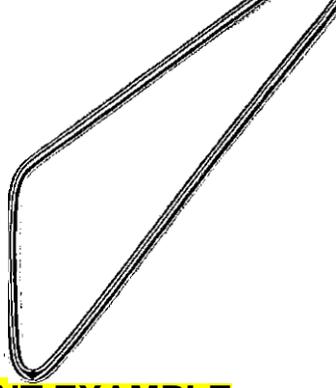


City Attorney

Certifies funds are available in:
1289012136.970000



City Controller



re: stadium-1,,c17
05 JAN -9 AM 9: 54
LANSING CITY CLERK

DEVELOPMENT AGREEMENT EXAMPLE

**AGREEMENT TO SELL BETWEEN THE CITY OF LANSING AND
STADIUM DISTRICT PARTNERS, L.L.C. /
REGARDING SALE OF PROPERTY LOCATED SOUTH OF
E. MICHIGAN AVENUE BETWEEN CEDAR & LARCH STREETS**

THIS AGREEMENT, made and entered into **this** – day of _____, 2005, by and between the City of Lansing, a Michigan municipal corporation, having its office at the Development Office, Depmiment of Planning and Neighborhood Development, City of Lansing, 316 N. Capitol Avenue in the City of Lansing, State of Michigan 48933-1234 (the "City"), and Stadium District Partners, L.L.C., a Michigan limited liability company, whose address is 2501 Coolidge Road, Suite 501, East Lansing, Michigan, 48823 ("Developer") wherein, in consideration of the provisions and the mutual obligations of the parties hereto each of them does hereby covenant and agree with the other as follows:

ARTICLE I. PREPARATION OF SITE FOR DEVELOPMENT

Section 101. Preparation and Development of the Site

A. Development and Site Description

Developer shall design and construct in accordance with Article III of this Agreement a building of approximately one hundred thousand (100,000) square feet to be built on the Site in accordance with the terms and conditions of this Agreement (the "Mixed Use Building"). The

RECEIVED

CONTRACT BETWEEN
CITY OF LANSING, MICHIGAN
AND
The Mannik & Smith Group, Inc.

2015 OCT 15 AM 11:46
LANSING, MI
CLE:HK

Professional Services for Emergency Bridge Inspections and Repairs along the
Lansing River Trail

THIS CONTRACT ENTERED INTO, as of this 15 day of October, 2015

between the City of Lansing, Michigan, hereinafter referred to as the "OWNER" and The Mannik & Smith Group, Inc. hereinafter referred to as the "CONSULTANT".

WITNESSETH, that:

WHEREAS, the OWNER as the Administrator has determined the need to secure professional services for the Emergency Bridge Inspections and Repairs along the Lansing River Trail, and

WHEREAS, the OWNER desires to engage the services of the CONSULTANT to furnish professional assistance to undertake this work and the CONSULTANT is qualified to undertake the activities for which the full details have been provided and is willing to furnish professional services to the OWNER

NOW THEREFORE, the OWNER and the CONSULTANT mutually agree as follows:

1.01, The OWNER hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the services in accordance with the terms set forth in the Contract Documents except as superseded or modified by this contract or amendments thereto.

1.02, Contract Documents: The contract documents shall consist of:

- a. This contract.
- b. The CONSULTANT's Proposal for Emergency Bridge Inspections and Repairs along the Lansing River Trail dated October 8, 2015.
- c. The CONSULTANT's Cost Proposal.
- d. Certificate of Insurance.

1.03. Conflicts: This contract together with the other documents enumerated in 1.02, which said other documents are as fully a part of the contract as if attached or herein repeated, shall constitute the complete contract between the parties. Any terms or the conditions not set forth herein shall not be binding to either party to this agreement. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in 1.02 shall govern, except as otherwise

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Citiesfor
**FINANCIAL
EMPOWERMENT**
Fund

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2015 OCT 27 PM 12:13
LANSING CITY CLERK

GRANT AGREEMENT

This Grant Agreement (the "Agreement"), effective date as of August 1, 2015; is by and between the Cities for Financial Empowerment Fund, Inc. (the "CFE Fund"), a Delaware non-stock, non-profit corporation qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the HCode"), and the City of Lansing acting through its Office of Financial Empowerment (the "Grantee"),

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the "Purposes"),

WHEREAS, the CFE Fund has determined that the support of the Grantee in the work contemplated by this Agreement furthers the exempt purposes of the CFE Fund.

WHEREAS, the Grantee has agreed to use the funds provided by this Agreement (the "Grant") to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the "Request for Proposal") and Exhibit B (the "Scope of Work") (collectively, the "Program").

WHEREAS, the CFE Fund and the Grantee desire to enter into this Agreement to provide for the terms and conditions of the Grant and the Program.

NOW, THEREFORE, the CFE Fund and the Grantee agree as follows:

1. Grant.

The CFE Fund pledges and agrees to provide the Grantee a Grant in the form of cash or cash equivalents in an amount not to exceed TWENTY TWO THOUSAND THREE HUNDRED AND FIFTY NINE DOLLARS (\$22,359). Grant funds will be paid in U.S. Dollars according to the Grant Payout Schedule in Section 6 to be paid electronically.

2. Use of Grant.

The Grant is to be used only for the purposes outlined in the Request for Proposal and in accordance with the specific allocations identified in the Grant budget included in Exhibit C (the "Grantee Budget"). The work detailed in the Request for Proposal should be executed in accordance with Exhibit B - Scope of Work. The Grantee must obtain the prior written consent of the CFE Fund before engaging in any work that is beyond the

LEASE EXPENSE EXAMPLE

Y Site, LLC,
1651 W. Lake Lansing Rd

PARKING LOT LEASE

2009 July 1st 2: Q9

Lansing, Michigan

LANSING CITY CLERK

THIS LEASE made this 1 day of July, 2009 by and between Y Site, LLC, a Michigan limited liability corporation, whose address is 1651 W. Lake Lansing Rd, East Lansing, MI 48823, hereinafter referred to as "Landlord" and The City of Lansing, a Michigan Municipal Corporation, whose address is 124 W. Michigan Ave., Lansing, Michigan 48933, hereinafter referred to as "Tenant."

WITNESSETH

1. DEMISED PREMISES. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant in "as is" condition, the premises situated in the City of Lansing, Ingham County, Michigan, more particularly described as: all of the parking lots on the property located at 301 W. Lenawee Street, containing approximately 140 standard dimension parking spaces (the "Parking Lot"), as shown on Exhibit A, and made a part hereof (which premises are hereinafter referred to as the "Demised Premises").

2. TERM. The term of this Lease shall be for a period of six (6) months, commencing on July 1, 2009 (the "Commencement Date") and ending on December 31, 2009 (the "Expiration Date"), unless sooner terminated as provided herein. In the event Landlord fails to deliver the Demised Premises on the Commencement Date because the Demised Premises are not then ready for occupancy, or for any other cause beyond Landlord's control, Landlord shall not be liable to Tenant for any damages as a result of Landlord's delay in delivering the Demised Premises, nor shall any such delay affect the validity of this Lease or the obligations of Tenant hereunder, and the Commencement Date of this Lease shall be postponed until such time as the Demised Premises are ready for Tenant's occupancy.

Tenant or Landlord shall be permitted to terminate this Lease upon sixty (60) days written notice to Landlord or Tenant, respectively.

Tenant shall furnish Landlord, upon request on or before occupancy of the Demised Premises a letter addressed to Landlord stating that the Tenant has accepted the Demised Premises for occupancy and setting forth the Commencement Date and Expiration Date of the Lease and such other information as either Landlord or any mortgagee of the Building shall request. If Tenant does not send Landlord this letter within thirty (30) days of occupancy, it shall mean that Tenant has accepted the subject Demised Premises per this agreement.

3. RENTAL Tenant agrees to pay to Landlord at 1651 W. Lake Lansing Rd, East Lansing, MI 48823, to the attention of Julie Lawton Essa, or to such other person or persons or at such other place or places as Landlord shall designate in writing, base rent for said Parking Lot at the rate of Five Thousand and 00/100 dollars (\$5,000.00) monthly for a total base rent of Thirty Thousand and 00/100 Dollars (\$30,000.00), payable in equal monthly installments.

Rental payments shall be due and payable on the first day of each and every month during the term of this Lease. The rent for the first month and for the last month of this Lease, if less than a full calendar month, shall be reduced on a per diem basis.

LANSING PARKS & RECREATION
RECEIVED
DEC 16 2013

**LEASE
BETWEEN THE CITY OF LANSING AND
THE LANSING BOAT CLUB**

This lease (the "Lease") is entered into on **January 2, 2014** between the CITY OF LANSING, a Michigan municipal corporation, (the "Lessor") of 124 W. Michigan Ave, Lansing, MI 48933, and the LANSING BOAT CLUB, a Michigan corporation, with offices P.O. Box 14053, Lansing, Michigan ("Lessee"), on the terms and conditions set forth below.

1. Premises. In consideration of the covenants and agreements herein specified, Lessor leases to Lessee and Lessee leases from Lessor real property located in the City of Lansing, Ingham County, Michigan, as legally described and shown on the attached **Exhibit A** (the "**Premises**"). Said Premises is located in Grand River Park. Lessee has inspected the Premises and accepts it as is.

2. Term. This Lease shall commence on **January 2, 2014 and terminate on January 2, 2016**, unless terminated earlier as set forth herein. There shall be no extensions of this Lease unless agreed to by the parties in writing at their respective sole and unreviewable discretion. **Any decision to extend shall be made by September 15, 2015.**

3. Rent. Rent shall be Two Thousand and 00/100 Dollars (\$2000.00) per year, plus all additional boat slip license fees collected annually by the Lessee. For each slip licensed to a non-resident of the City of Lansing, the license fee shall be Four Hundred and 00/100 Dollars (\$400.00) per slip. For each slip licensed to a resident of the City of Lansing, the license fee shall be Two Hundred and 00/100 Dollars (\$200.00) per slip. Slip holders wanting to pay the fee for a resident of the City of Lansing shall present proof, to the City's satisfaction, that they are residents of the City of Lansing for more than six (6) months out of the calendar year. **Rent shall be paid by the Lessee to the Lessor on April 1st of each lease year, and shall include the total of all license fees collected for that year.** In the event the Lessee collects any additional license fees after April 1st of each lease year, it shall be deemed additional rent and remitted to the City within five (5) business days of receipt. Lessor agrees Lessee may retain Twenty Five Dollars (\$25.00) from each slip rental as an administrative fee.

The Lessee shall keep a ledger of all license fees collected pursuant to this lease, and it shall be available for inspection by the Lessor at any time. The ledger shall contain at minimum, the name of the individual licensing the slip, the slip identification, the address of the individual licensor including their status as resident or non-resident of Lansing, and the amount of the license fee and date paid.

4. Use. Lessee shall occupy and use the Premises for docking and marina facilities, for club meetings and social gatherings, and for no other purpose. The Lessee shall not interfere with the operation of the public park. All use of the Premises shall be in compliance with applicable statutes, codes, ordinances, and rules. The Lessor retains the right to use and possession of the Premises for public purposes at any time, including without limitation



Virg Bernero, Mayor

PUBLIC SERVICE DEPARTMENT

732 City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
http://pub llcservice.cityoflansingmi.com



LETTER OF INTENT

To the Department of Public Service and the Honorable Mayor and City Council of the City of Lansing:

Applicant Name: Jorvs ?'10VtJJ4 VNJo f7ii1f1:--l

Date: 10/13/03

Address: ca-ou o&do<UJ (?MA:
OLtt.wi0:2, VVj:-- wii
-iY-4q

Re: etter of Intent, by its duly authorized representative hereafter referred to as applicant requests permission to construct the following:

Curb & Gutter

Storm sewer facilities

p/ Sanitary sewer facilities

a/ Sidewalks

Streets

N/A

at the following location: between Hazadern Rd. and MV / t{-&}

subject to all of the following conditions:

- 1) All work shall be performed according to plans and specifications approved by the Department of Public Service and inspected by this department's authorized agent.
2) The applicant's contractor shall furnish a Performance Bond to insure satisfactory completion and Public Liability and Property Damage Insurance.
3) All work shall be subject to written approval and final acceptance by the Department of Public Service.
4) Applicant shall assume responsibility for all costs of project(s) including but not limited to street repairs, restoration of damaged areas, inspection, engineering, permit(s) and connection fees and required material and air testing fees (as directed by the Public Service Department) unless otherwise stipulated in writing by the Department of Public Service.
5) The applicant guarantees all work, material, and workmanship hereunder performed against defect and deficiencies for a period of one year.

year from date of final written approval by the Department of Public Service. Performance Bond shall cover this period.

- 6) **FOR NEW ROAD CONSTRUCTION:** The pavement cross section shall be as directed by the City Engineer. Major Streets shall require a pavement design. The applicant shall, at its sole expense, correct all failures caused by its own or its agent's construction or related activities.
- 7) The applicant shall file with the Department of Public Service: three (3) copies of all approved plans and specifications prior to commencing construction and submit As-built plans electronically and on mylar within 30 days of construction completion and prior to obtaining the final approval.
- 8) The applicant shall notify in writing the department of Public Service at least one week prior to the commencement of any construction and submit a work schedule so that prompt cooperation of city forces can be assured.
- 9) Neither party to this agreement shall take advantage of an error. Furthermore, any error shall be called to the attention of the other party to this agreement before proceeding.
- 10) Work under this **Letter of Intent** must be completed within 9 months of the date of approval by the Public Service Director and the applicant.

Accepted by Department of Public Service

Authorized Representative of Applicant

By: _____
 Director of Public Service

By: [Signature]

Date: 3/14/13

Its: W/1vw b 1 nitfu(1/

Address: 0%Q Wi\qt, ;(l.f,filvJ- {C/,OV

City: (A. cA- . Phone no. .W.L32S

STATE OF MI Mr
)SS
 COUNTY OF S ('061-1JfVI')

On this 14 day of April A.O. 2013 before me personally appeared C/-f fl D Vlt M & ? who being by me duly sworn is/are to me known to be the same person(s) described in and who executed the foregoing instrument and acknowledged that he/she/it/they executed the same for the intents and purposes therein mentioned.

FLORENCE JONES
 NOTARY PUBLIC - STATE OF MICHIGAN
 My Commission Expires May 7, 2013
 SEAL
 Notary Public f }, v- u, ... tnv t...: J..-

Acting In the County of Ingham

County of Q;, j ft Ct.-J' --

My Commission expires: !>71 JO/ 3

Approved
 By: [Signature]
 Mayor
 Date: 3/14/13

APPROVED AS TO FORM



CITY ATTORNEY

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DOWNLOADS:LETTEROF INTENT9 MOS VER.DOCX

License Application Example

IT IS HEREBY **AGREED**, Between

THE CITY OF LANSING, a Michigan Municipal corporation,
124 W. Michigan Ave., Lansing, Michigan 48933,

Licensor,

and

THE BLUE COYOTE **BREWING CO.**,
a Michigan corporation, whose address
113 Pere Marquette, Lansing, Michigan

Licensee,

as follows:

Licensor, in consideration of the covenants herein specified, does hereby grant to Licensee the license and permit to use the following described premises situated and being in the City of Lansing, County of Ingham and State of Michigan, to wit:

A twelve (12) foot by twelve (12) foot square
adjacent to the East side of 113 Pere

Marquette and as shown in the attached Exhibit
A drawing and legally described in Exhibit B.

{the "Premises") on the terms and conditions hereinafter mentioned, to be occupied and used for the sole purpose of erecting, using and maintaining a malt grain storage tank (for use in its microbrewery business), which will not exceed _____ feet in height and which includes the subsurface right to construct the foundation for said tank, and in no case to be used to transport or store environmental toxins or hazardous materials or highly flammable materials.

Licensee shall be entitled to use the premises as herein permitted as against all other persons except Licensor. Licensor expressly retains the right to the use and possession of the premises for its purposes to the extent said use does not prohibit Licensee's aforestated occupancy and use.

This License, granted by Licensor and accepted by Licensee is also subject to the following conditions:

1. This License shall be in effect for the time commencing December 1, 1995 and ending November 30, 2015.

2. Licensee may place on said tank a sign or advertisement, provided that the tank shall be considered as part of the building for City sign regulation purposes and, therefore, there shall be a maximum of two (2) wall signs totalling up to a maximum of 144 square feet permitted on the entire building and tank.

The sign or advertisement shall be subject to prior approval of Licensor, through its Planning Manager, but will not be unreasonably withheld. Licensor's withholding of approval will not be considered unreasonable if it is based on morality or decency standards of the message or logo depicted.

Licensee's privilege to place the sign or advertisement on the tank shall be solely in connection with Licensee's primary microbrewery business and may not be assigned or in any other way transferred to another.

3. Licensee shall keep the premises and anything stored therein, together with adjoining sidewalks and entrances, in good order and repair and in a clean, safe and healthful condition.

Except for ordinary wear and tear, Licensee shall be responsible for maintenance and repair of the premises as determined by the Director of the Public Service Department of the Licensor. The cost and expense for such maintenance or repairs shall be paid by the Licensee and shall be completed within thirty days of the Licensor's request.

4. Licensor shall not be responsible or liable to Licensee, or anyone else, for any fire, theft or damage to the tank or to property located, kept or stored at the premises, or any loss or damage to property that may be occasioned by or through the acts or omissions of Licensee, its employees, agents or officers, or any other person; or any of their heirs, representatives, agents or assigns. Licensee shall give immediate written notice to Licensor in case of fire or accidents at the premises.

5. Licensee shall not utilize, deposit or discharge any material, debris or goods down any drains or sewers which in any way may cause or result in blockage or obstruction of normal sewer activities.

6. Licensee has inspected the premises and accepts the premises "as is" and no warranties or representations regarding the condition or quality of the premises; or its suitability for Licensees proposed use, have been made by the Licensor.

7. After the termination, discontinuance or abandonment of this License, the Licensee shall, within three (3) months, restore said premises to its former condition to the satisfaction of the Director of the Public Service Department of the Licensor.

Upon said termination, discontinuance or abandonment and Licensee failure to restore said premises to a condition satisfactory to the Director of the Public Service Department of the Licensor, the Licensor may remove all improvements, including the tank, its foundation, contents and debris, and restore said premises to the condition aforesaid, at the sole risk, cost and expense of Licensee. Licensee shall promptly reimburse and pay to Licensor such cost and expenses incurred by Licensor in doing so on demand.

8. Licensee shall, without contribution from Licensor, pay before delinquency any real property and/or personal property taxes, or any increase in any such tax, resulting from its use of the Premises or from the location of the tank thereon and shall also pay without contribution from Licensor, before delinquency any special assessment attributable to the Premises; provided that said tax or special assessment shall have been levied or becomes a lien during the term of this License.

9. In the event of an emergency relating to or resulting from any public utilities located in or in proximity to the Premises, or for public utility work determined by Licensor to be required in the public interest, Licensee shall at its sole cost and expense and without contribution from Licensor, pay for the cost of securing the premises, the tank and the foundation from said utility work and agrees to release and hold Licensor, its employees, agents or officers, harmless for any damage which may result to Licensee's tank, foundation or business from the performance of said work.

10. Licensee acknowledges that this instrument is a license and as such is not assignable without prior written consent of Licensor.

11. Licensee, shall comply with all laws, rules and regulations which are now or may hereafter be made effective by the United States or its agencies or the State of Michigan, or any other governmental or governing body which may now or hereafter have jurisdiction over the subject matter of this License. Licensee shall comply with all permit requirements (including building permits) of Licensor.

12. Hazardous Materials. Licensee does not and shall not use or permit the use of the leased premises for any purpose relating to the storage and use of Hazardous Materials. Licensee shall not, in any event, manufacture, produce, release, discharge or dispose of on, in or under the leased premises, or transport to or from the leased premises, any Hazardous Materials, or allow any other person or entity to do so.

Licensee shall comply with all local, state or federal laws, ordinances or regulations relating to Hazardous Materials and

above ground and under ground storage tanks on, in, under or about the leased premises.

"Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants" or "pollutants" under any applicable federal or state law or regulation.

13. Licensee shall provide and maintain during the life of this License standard public liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to, or death of, one person and subject to that limit per person, a total limit of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; standard property damage liability insurance in the amount of One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to or destruction of property in any one occurrence due to acts or omissions of Licensee. Licensee shall provide at its expense that Licensor be named as an additional insured under Licensee's insurance policy.

The policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan. A certificate of the insurance shall be filed with the Clerk of the City of Lansing, subject to approval as to form only by the Lansing City Attorney. The certificate shall have endorsed thereon the City of Lansing as additional insured. All insurance and certificates shall include an endorsement providing for not less than thirty (30) days prior written notice to City of termination, expiration or material change of terms of the insurance.

Licensee shall provide evidence that the insurance is in effect prior to the execution of this License by the authorized representatives of the City of Lansing.

14. Licensee shall be solely responsible for and shall indemnify, defend and hold harmless the City of Lansing, its officers, agents and employees from and against any and all claims, suits, damages, losses, specifically including loss of use of property, and all other liabilities whatsoever, including related expenses and actual attorneys fees, for or on account of injuries to or death of any person, including but not limited to employees of the City and/or loss of or damage to any property, including but not limited to the property of the City, in any way sustained or alleged to have been sustained, directly or indirectly, by reason of or in connection with:

a. The use and maintenance of the Premises by the Licensee, its employees, agents or officers, or anyone who is a customer of Licensee's establishment; or any of their heirs, representatives, agents or assigns;

b. The presence of the Licensee, its employees, agents or officers, or anyone who is a customer of Licensee's establishment; or any of their heirs, representatives, agents or assigns on the premises of the Licensor;

c. Licensee's breach of any of the terms or conditions of this License;

d. The release on or contamination of the premises, during the time this license is in event, by any hazardous waste, environmental toxin or underground tank, as broadly defined by federal, state or local law.

whether such claims, suits, damages, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of the Licensor, its employees, agents or officers or Licensor's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby the Licensor might be held liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City against liability for damages caused by or resulting from the sole negligence of the City, its agent, employees or officials, under circumstances whereby said agreement would be in violation of Michigan Public Act 1966 No. 165, Section 1 (MCL 691.991), if applicable, it being the intent of the foregoing provision to absolve and protect the City, its agents, employees and/or officials from and to indemnify the City against any and all liability and loss by reason of the premises except to the limited extent prohibited by Michigan Public Act 1966, No. 165, Section 1, if applicable. This provision shall extend beyond the term of this Agreement.

15. Licensee shall not discriminate in the hiring of any employees or contractors, or in its use of the premises, directly or indirectly on the basis of age, race, color, religion, national origin, sex, height, weight, handicap, marital status or political orientation or on any other illegal basis.

16. Any notice required or permitted to be given hereunder, shall be in writing and mailed, postage prepaid, by certified or registered mail, return receipt required to the address set forth herein for each such notice. In the event no address is set forth for a given notice, it shall be mailed to the address of the party as set forth in the first paragraph of this License, or such other address as the party to whom such notice is to be given may specify from time to time by notice to the other

party. Notices shall be deemed to have been given when mailed, as evidence by receipt for said mailing.

17. In the event Licensor determines in its sole and unreviewable discretion that the condition of the Premises or the tank causes or presents a public health or safety concern or danger, an unsuitable appearance, or is in disrepair, and the Licensee neglects or fails to correct the condition for a period of one (1) year after Licensor provides Licensee with written notice thereof, or if Licensor determines in its sole and unreviewable discretion that the Premises is required by the City of Lansing for its public service utility needs and provides Licensee with one (1) year advanced written notice thereof; then this License shall be terminated at the end of said period of notice.

Nothing herein is intended, nor does it abrogate or diminish the right and ability of the City of Lansing, or any other governmental agency to take any immediate action as may be permitted by law to require, or to prosecute the failure, of the Licensee to correct any health or safety condition of or on the Premises.

18. This License will terminate without action of the parties upon the happening of one or more of the following:

- a. The cessation of the Licensee's use of its property;
- b. The termination of the License term;
- c. The non-use of said Premises by the Licensee for the stated purpose for a continuous twelve (12) month period.

19. Additional Provisions:

a. This License shall be binding upon and the benefits shall enure to the heirs, successors, representatives and assigns of the parties;

b. This License shall be governed by the laws of the State of Michigan;

c. Any failure of either party to enforce at any time any term or condition of this License shall not be construed to be a waiver of said term or condition or of the right of either party thereafter to enforce such term or condition;

Any waiver, alteration, modification or amendment of this License shall not be effective unless in writing, signed by both parties;

d. Time is of the essence in all the provisions of this License;

e. This License constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this License which are not fully set forth herein; and

f. If any provision of this License is invalid or unenforceable, the other provisions hereof shall be liberally construed to effectuate the purpose and intent of this Lease.

The acceptance of this instrument and use of the premises shall be deemed acceptance of the terms and conditions of this License by Licensee.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by their authorized officers on this _____ day of _____, 1995.

WITNESSES:

THE BLUE COYOTE BREWING CO.

By: _____
Harry Hepler
Its: President

CITY OF LANSING

By: _____
David C. Hollister
Its: Mayor

Approved as to Form Only

Certification of availability of funds Acct# _____

By _____

John M. Roberts, Jr.
Senior Asst. City Attorney

Charles Remenar
Deputy Controller

License Application - Liquor

**TEMPORARY USE PERMIT
CITY OF LANSING
PARKS AND RECREATION DEPARTMENT
PROPERTY**

The City of Lansing (City) hereby grants a TEMPORARY USE PERMIT

(Permit) to: **SUSAN G. KOMEN MICHIGAN. MID MICHIGAN AFFILIATE – MICHIGAN NON PROFIT**
(Name) (Entity)

whose address is: **P.O. BOX 4368, EAST LANSING, MICHIGAN 48826**
(Address)

Contact: Jen Henkel (616) 862-2079

(Permittee), solely for the use of the property and purpose as stated below during the times and dates listed:

- PROPERTY:** ADADO RIVERFRONT PARK (WEST) & LANSING RIVER TRAIL
- DATES:** APRIL 24, 2016 – SUNDAY
- TIMES:** 8:00 AM TO 4:00 P.M. **USE:** 2016 BEERFEST AT THE BALLPARK
– LANSING LUGNUTS
- EVENT/PROGRAM:** 2016 BEERFEST AT THE BALLPARK – LANSING LUGNUTS

FOR AND IN CONSIDERATION of the issuance of this Permit for use of City property, the Permittee AGREES to the following terms, conditions, and limitations:

1. The Permittee shall pay:
 - (a) An Application/Permit Fee of **\$50.00**. The application/permit fee is a non-refundable fee that temporarily holds the reservation date being applied for.
 - (b) A Rental Fee of **\$750.00**. The rental fee is to be paid no later than thirty (30) business days prior to the date of Permittee’s event. If the Permittee fails to make the required payment within the stated time no permit shall be issued. This rental fee includes all City costs associated with the Permittee’s use of the City’s property for the stated event or program.
 - (c) A Damage Deposit of **\$500.00**. The deposit is required if it is determined by Lansing Parks and Recreation that the nature of the Permittee’s event could cause damage to park property and or equipment. The damage deposit must be paid no later than thirty (30) business days before the date of the Permittee’s event. The deposit is to be submitted to Lansing Parks and Recreation Department, 200 North Foster Street, Lansing, Michigan, 48912. If the Permittee fails to make the deposit as required, this Permit shall automatically become null and void.

If the City is required to provide additional staffing, maintenance, or repairs to the property and or equipment as a result of the Permittee’s use, the City shall deduct from the Permittee’s Damage Deposit the cost of restoration, labor, fringe benefits, equipment use and supplies. If these costs exceed the deposit, the Permittee shall be responsible for the difference and shall pay the additional amount owed to the Lansing Parks and Recreation Department within thirty (30) days of receiving a written bill. Any unpaid costs will be collected through all legally available means. If the deposit exceeds the cost of restoration, the remaining sum will be returned to the Permittee.

If the Permittee submits a check for any payment hereunder which is returned to the City for insufficient funds, the Permittee will be reported to the Check Enforcement Unit, which works in cooperation with the Lansing Police

Department. The Check Enforcement Unit will contact the Permittee regarding the insufficient funds check. The Permittee will be responsible for the funds owed along with any fees or charges that are assigned as a result of the returned (NSF) check.

2. Permittee agrees that it shall use no other city property than that authorized by permit, nor shall it use the property for any purpose other than that as stated and authorized by this permit.
3. The Permittee shall not place any signs or advertisements on the Property without prior written consent of the Director of Parks and Recreation or his/her designee.
4. The Permittee shall keep the Property and anything stored thereon, together with adjoining sidewalks and entrances, in good order and repair and in a clean, safe and healthful condition.
5. The Permittee shall be solely liable and responsible for any and all property loss or damage resulting from fire, theft or other means to personal property located, kept or stored on the Property during the Permittees use of the property.
6. The Permittee shall be solely liable and responsible for any and all personal injury claims occurring at or on the Property during the Permittee's use thereof.
7. The Permittee shall not deposit or discharge, or allow any other party to deposit or discharge, any hazardous material, waste or debris down any City drain or sewer.
8. The Permittee shall not make any alterations, additions or changes to the Property unless specifically agreed to in advance in writing by the City.
9. The Permittee has inspected the Property and accepts it as is.
10. The Permittee acknowledges and agrees that this Permit is not assignable.
12. The Permittee shall provide and maintain during the life of this Permit public liability insurance in the amount of **ONE MILLION DOLLARS (\$1,000,000.00)** to cover any claims arising out of bodily injury or death of one (1) person and subject to that per person limit, a total limit of **ONE MILLION DOLLARS (\$1,000,000.00)** for all damages arising out of bodily injuries to, or death of, two (2) or more persons in any one occurrence or incident. Permittee shall also provide and maintain during the life of this Permit property damage liability insurance in the amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** to cover damage claims arising out of property damage or destruction due to acts or omissions of the Permittee. The Permittee shall name the City of Lansing, 124 West Michigan Avenue, Lansing, Michigan, 48933, as an additional insured under the Permittee's insurance policy. The Permittee's policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan. A certificate of the insurance shall be filed with the Clerk of the City of Lansing, subject to approval as to form only by the Lansing City Attorney. The certificate shall have endorsed thereon the City of Lansing as additional insured. All insurance and certificates shall include an endorsement providing for not less than thirty (30) days prior written notice to City of termination, expiration or material change of terms of the insurance. The Permittee shall provide evidence that the insurance is in effect prior to the execution of this Permit by the City.
13. The Permittee shall be solely responsible for and shall indemnify, defend and hold harmless the City of Lansing, its officers, agents and employees from any and all claims, suits, damages or losses, as well as all related expenses and actual attorneys fees that are sustained or alleged to have been sustained, directly or indirectly, in connection with:
 - (a) The use and maintenance of the Property by the Permittee, its employees, agents or officers, or anyone participating in the event or program of the Permittee or any volunteer or spectator; or any of their heirs, representatives, agents or assigns;
 - (b) The presence of the Permittee, its employees, agents or officers, or anyone participating in the event or program of the Permittee or any volunteer or spectator; or any of their heirs, representatives, agents or

assigns on City Property;

(c) The release on, or contamination of, the Property by any hazardous waste, environmental toxin or underground tank, as broadly defined by federal, state or local law. Permittee assumes this liability whether the release of contaminants on City property is the result of its acts, agents, employees or invitees or whether such claims, suits, damages, losses and liabilities are based in part on the active or passive negligence of the City, its employees, agents or officers or the City's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby the City might be held liable; provided, however, the foregoing shall not be construed to be an agreement to indemnify the City against liability for damages caused by or resulting from the sole negligence of the City, its agents, employees or officials, under circumstances whereby said Permit would be in violation of Michigan Public Act 1966 No. 165, Section 1 (MCLA 691.991), if applicable, it being the intent of the foregoing provision to absolve and protect the City, its agents, employees and/or officials from and to indemnify the City against any and all liability and loss by reason of the Property except to the limited extent prohibited by Michigan Public Act 1966, No. 165, Section 1, if applicable. This provision extending liability for hazardous waste contamination shall extend beyond the term of this Permit and will be in effect whenever such contamination is discovered.

14. The Permittee may cancel or terminate its event or program and thereby terminate this Permit for any reason by giving the City written notice 30 business days before the date of Permittee's event. If written notice is not submitted 30 business days before the date of the Permittee's event, the Permittee will be responsible for all labor and set up costs associated with City's preparation for the event. If a damage deposit was submitted, labor and set up costs will be deducted from the deposit. Permittee agrees to pay any remaining unpaid balance for labor and set up costs to the City within thirty (30) days of receiving a written bill.
15. The City may terminate or revoke this Permit at any time in its sole and unreviewable discretion without cause. In deciding whether to revoke the Permit after the event or program has commenced, the City may consider whether the Permittee, or any participant in its event or anyone else on the property, is violating any of the terms and conditions of this Permit by: violating any rules or regulations or laws of the United States, the State of Michigan, or the City of Lansing; damaging, defacing, injuring or altering any equipment or property; selling or providing unauthorized goods for sale; or allowing conditions to exist that endanger any person or property.
16. The Permittee agrees it shall not discriminate against any participant in its program or event, or against any employee or applicant for employment on the basis of race, age, religion, national origin, ancestry, sex, height, weight, familial status, disability, or any other illegal basis.
17. The Permittee agrees to conduct its event or program in a safe manner and that it shall not violate any rules, laws or regulations of the United States, the State of Michigan, or the City of Lansing.
18. The Permittee, and all persons performing work for or on behalf of the Permittee, shall not by act or deed or in any manner hold themselves out to the public to be agents or employees of the City of Lansing.
19. The Permittee agrees it is responsible for and shall obtain at Permittee's sole expense all necessary licenses and permits as are required for or incidental to the carrying out of the event or program and the Permittee's use of the Property.
20. The Permittee agrees it shall not sell or serve or permit anyone to sell, serve or consume on the Property any alcoholic beverage, unless the Permittee has applied for and received in advance all necessary State of Michigan and City licenses and approvals for the sale and service of alcoholic beverages.
21. This Permit shall be binding upon and the benefits shall enure to the heirs, successors, representatives and assigns of the parties.
22. This Permit shall be governed by the laws of the State of Michigan and City of Lansing.

- 23. Any failure of either party to enforce at any time any term or condition of this Permit shall not be construed to be a waiver of said term or condition or of the right of either party hereunder to enforce such term or condition. Any waiver, alteration, modification or amendment of this Permit shall not be effective unless in writing, signed by both parties.
- 24. Time is of the essence in all the provisions of this Permit.
- 25. Any notice, demand, request, or other instrument which may be or is required to be given under this Permit shall be either personally delivered or sent by United States mail, certified, return receipt requested, postage prepaid and shall be addressed as follows:

TO CITY:
 City of Lansing
 Parks and Recreation Department
 200 North Foster Street – 2nd Floor
 Lansing, Michigan 48912

TO PERMITTEE (as stated on page 1 unless otherwise listed below)

The failure to claim a certified letter shall be deemed the receipt thereof.

- 26. The parties hereby represent that their respective signatories have the requisite authority to sign and bind them and that each party has complied in all respects with their necessary resolutions and requirements before executing this Permit.
- 27. This Permit constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this Permit that are not fully set forth herein.
- 28. If any provision of this Permit is determined invalid or unenforceable in a court of law, all other provisions of this Permit shall remain in full force and effect.
- 29. Acceptance of this Permit and use of the Property is deemed an acceptance of all the terms and conditions of this Permit by the Permittee.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed by their authorized officers on this _____ day of _____, 2016.

WITNESSES:

LANSING LUGNUTS

Permittee (Group/Company/Organization Name)

Signature: _____

Title: **Linda Frederickson – Assistant General Manager – Marketing & Special Events**

Lansing Lugnuts

CITY OF LANSING

WITNESSES:

By: _____
Brett Kaschinske, Director
Parks and Recreation Department

By: _ Virg Bernero, Mayor

By: _ Chris Swope, City Clerk

CERTIFICATION OF FUNDS
(none required):

Approved as to form only:

Angela Bennett, Finance Director

Janene McIntyre, City Attorney

**CITY OF LANSING
APPLICATION FOR CITY APPROVAL OF BEER/WINE SALES ON CITY PROPERTY
[SUBJECT TO SECTION 608.04 OF THE CODE OF ORDINANCES]**

Applicant Name _____ Date _____

Address _____ Phone _____

Group or Organization _____

Location of Event (i.e. Adado Riverfront Park) _____

Type of Event (i.e. festival) _____

Date(s) and Time(s) of Event _____

Purpose of Event _____

Estimated Number of Persons to Attend Event _____

Security Measures Proposed for Event _____

Insurance Carrier _____ Policy No. _____

Attach: Proof of insurance \$300,000 for injury or death to one person or more than one person.
\$100,000 property damage, **Liquor Liability minimum of \$300,000 - for large events \$1,000,000** per
occurrence, 10-day cancellation notice.

Applicant Signature _____ Date _____

APPROVALS

Lansing Police Department _____ Date _____

Downtown Lansing Inc.* _____ Date _____

Parks & Recreation Dept.** _____ Date _____

Mayor or Designee _____ Date _____

City Attorney _____ Date _____

City Clerk or Designee _____ Date _____

* Downtown Lansing Inc. approval required for events on streets in the district.

** Parks Dept approval required for events in City Parks.

Lansing Codified Ordinances 608.04

- (a) No person shall:
- (1) Sell, consume or possess in an open container alcoholic beverages in the public streets, public places, parks, alleys, sidewalks, City-owned parking facilities or the Turner-Dodge House, except as provided in this section; or
 - (2) Sell, consume or possess in an open container alcoholic beverages in a private parking lot or facility, including, but not limited to, shopping center parking lots or parking areas adjacent to commercial establishments which are utilized by patrons of the commercial establishment, unless such person has in his or her possession, in writing, the express permission or consent of the owner or lessee, or the lawful agent of the owner or lessee, of such lot or facility. This paragraph shall not apply to any event sponsored or authorized in writing by the owner or lessee of such premises.
- (b) Beer or wine may be sold and/or consumed in City parks, upon approval of the Mayor, if:
- (1) For sales of beer and wine, a special license for such sale is obtained from the Michigan Liquor Control Commission and if the Mayor approves the license application prior to the issuance of the license. Approval by the Mayor shall be granted only if the license is to be utilized in conjunction with a City-approved cultural, ethnic or community activity open to the public or if the license is to be utilized in conjunction with a City-approved tourist or convention activity; or
 - (2) For consumption only, where no sales occur, approval is granted for the consumption of beer and wine at a City-approved cultural, ethnic or community activity open to the public, or in conjunction with a City-approved tourist or convention activity, provided that with respect to either the sale of beer and wine, or consumption, where no sales occur, the requirements set forth in subsections (g), (h) and (i) hereof are met. Prior Mayoral approval shall not be required for the sale and/or consumption of beer and wine at the Turner-Dodge House, Scott House and Park and Cooley Gardens.
- (c) Notwithstanding the limitations set forth in subsection (b) hereof, beer or wine may be sold for consumption at Kircher Field or Ranney Field if a special license for such sale is obtained from the Michigan Liquor Control Commission and if the Mayor approves the license application prior to the issuance of the license. Approval of the Mayor shall be granted for the sale and/or consumption of beer and wine at Kircher Field or Ranney Field only in conjunction with City-approved district, State, regional or national adult athletic tournaments and if the requirements set forth in subsections (g), (h) and (i) hereof are met.
- (d) Beer or wine may be sold for consumption, and may be consumed, within the grounds of the Turner-Dodge House, Scott House and Park, and Cooley Gardens, provided that all permits required by the Department of Parks and Recreation have been obtained, a special license, if applicable, has been obtained from the Michigan Liquor Control Commission, and the requirements set forth in subsections (g), (h) and (i) hereof are met. Rental fees for the Turner-Dodge House or for events at the Scott House and Park or Cooley Gardens shall be set by resolution of Council. Use of the Turner-Dodge House, Scott House and Park or Cooley Gardens in conjunction with the sale of beer or wine for consumption shall not be limited to public events, but may also include private events.
- (e) Beer or wine may be sold for consumption within the concession area or any other area within the perimeter of the Groesbeck Golf Course, provided that, if sold, a license for such sale has been obtained from the Michigan Liquor Control Commission, and provided, further, that any such consumption or sale shall be contingent upon approval by the Department of Parks and Recreation and subject to such rules or restrictions as the Department may establish.
- (f) Sale and consumption of alcoholic beverages may occur within the concession area or any other area within the City Market or its environs, provided that, if sold, a license for such sale has been obtained from the Michigan Liquor Control Commission and the sale and for consumption occurs within a clearly demarcated area in compliance with the license, and provided, further, that any such sales for consumption shall be contingent upon approval by the Lansing Entertainment and Public Facilities Authority (LEPFA) and subject to such rules or restrictions as LEPFA may establish. Notwithstanding section (i) herein, any such applicant shall file with the City Clerk proof of a personal injury and property damage insurance policy insuring such applicant against any liability imposed on such applicant and/or the City arising out of the sale and/or consumption of alcoholic beverages, and naming the City and LEPFA as additional insureds. Such policy shall provide for not less than the payment of up to \$1,000,000.00 in the event of injury to or death of one person or more than one person, and for the payment of not less than \$400,000.00 for property

damage. This requirement may be waived or the amounts of such required insurance reduced by resolution of Council finding that such a reduction or waiver is in the public interest.

(g) Beer or wine may be sold for consumption within the streets, alleys, sidewalks and public places within the boundaries of the Downtown Mall and environs, as defined in Section 812.01 of the Business Regulation and Taxation Code, provided that the following conditions are satisfied:

(1) The request has been approved by the Mayor after the Mayor has received recommendations from the Mall Advisory Board and from any other City department the Mayor may desire recommendations from.

(2) The individual, group or organization making the application obtains a special license for such sale and consumption from the Michigan Liquor Control Commission.

(3) The individual, group or organization has complied with subsections (g), (h), (i) and (j) hereof.

(4) Any other conditions which the Mayor may require have been met.

(h) The City Clerk shall provide a form on which the applicant shall provide the following information:

- (1) The name and address of the applicant;
- (2) The name of the organization, if applicable;
- (3) The type of event;
- (4) The date of the application;
- (5) The date and time of the event planned;
- (6) The purpose of the event;
- (7) The estimated number of persons attending;
- (8) The name of the insurance company, if applicable, from which the necessary public liability policy will be or has been obtained;
- (9) Proof that the proper rental fee has been paid, if applicable; and
- (10) The security measures which the applicant proposes to utilize.

Upon the applicant's payment of an application fee, as determined by resolution of Council, the City Clerk shall forward the completed application form to the Police Department and to the Department of Parks and Recreation for review.

(i) Whenever a special license for the sale and/or consumption of beer or wine in City parks, or within the Downtown Mall and environs or upon the grounds of the Turner-Dodge House, Scott House and Park, and Cooley Gardens, is required, the applicant shall file with the City Clerk proof of a personal injury and property damage insurance policy insuring such applicant against any liability imposed on such applicant and/or the City arising out of the sale and/or consumption of beer or wine. Such policy shall provide for not less than the payment of up to \$300,000.00 in the event of injury to or death of

one person or more than one person, and for the payment of not less than \$100,000.00 for property damage. Such policy shall have a provision to the effect that the insurance company shall notify the City Clerk at least ten days prior to the expiration of such policy. However, this requirement may be waived or the amounts of such required insurance reduced by resolution of Council finding that such a reduction or waiver is in the public interest.

(j) The applicant shall be solely responsible for providing adequate security, in the form of adequate personnel and fencing, as determined by the Department of Parks and Recreation. Approval by the Department of the applicant's plan for security shall be obtained prior to any application being approved or any event being scheduled.

(k) No person shall sell or dispense beer or wine for consumption in City parks, in any container other than a paper or plastic container. No person shall sell or dispense beer or wine for consumption within the Turner-Dodge House in any container other than a paper or plastic container unless prior written permission has been received from the Department of Parks and Recreation.

(l) (1) Notwithstanding any provision set forth in this Section 608.04 to the contrary, beer or wine may be sold for consumption on the premises, and may be consumed, at public or private events or functions within the grounds of the Potter Park Zoo Exploration and Discovery Center and Plaza, provided:

- a. Dispensing of beer or wine shall be conducted by persons or entities not affiliated with Potter Park Zoo or any of its auxiliary organizations;
- b. No beer or wine may be sold or dispensed during hours when the Potter Park Zoo is open to the general public;
- c. For sales of beer or wine for consumption on the premises an appropriate license shall be obtained from the Michigan Liquor Control Commission; furthermore, prior mayoral approval is required, which approval shall only be granted in conjunction with a City-approved cultural, ethnic or community activity open to the public, or in conjunction with a City-approved tourist or convention activity;
- d. Intoxicating liquors (i.e. distilled rather than fermented alcoholic beverages) may not be sold on the premises.

(2) Commencing July 1, 2001, rental fees for the Potter Park Zoo Exploration and Discovery Center and Plaza shall be set by resolution of City Council.

(Ord. No. 875, 4-11-94; Ord. No. 1019, § 1, 11-6-00; Ord. No. 01062, § 1, 12-9-02; Ord. No. 1151, § 1, 12-14-09)

LOANS & LIENS EXAMPLE

CAB

Control Section: STU 33403
Job No.: 74259
Project: STP0633(036)
Federal Item No.: RR5370
CFDA No.: 20.205 (Highway
Research Planning
& Construction)
Contract No.: 06-6482

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF LANSING

LOCAL JOBS TODAY PROGRAM

LOAN CONTRACT

THIS LOAN CONTRACT, hereinafter referred to as the "CONTRACT," is made and entered into this date of **JAN 3 1997** by and between the Michigan Department of Transportation, of 425 West Ottawa Street, P.O. Box 30050, Lansing, MI 48909, hereinafter referred to as the "DEPARTMENT," and the CITY OF LANSING, MICHIGAN, of 124 W. Michigan Avenue, Lansing, MI 48933-1694, hereinafter referred to as the "RECIPIENT."

WITNESSETH:

WHEREAS, Act 51, Public Acts of 1951, as amended, authorizes the DEPARTMENT to enter into contracts with boards of county road commissioners, incorporated cities, and villages for the loaning of funds for the purpose of constructing transportation infrastructure improvements, as described in the second paragraph of Article IX, Section 9, of the Michigan Constitution of 1963, as amended;

NOW, THEREFORE, the parties agree to the following:

Section 1. PURPOSE

The purpose of this CONTRACT is to assist the RECIPIENT in financing transportation infrastructure improvements, as described in the second paragraph of Article IX, Section 9, of the Michigan Constitution of 1963, as amended, through the project described below, hereinafter referred to as the "PROJECT." Such assistance will be provided by the DEPARTMENT in the form of a loan. Funds will be used for pre-approved purposes only. The DEPARTMENT has the discretion and the authority to recall, freeze, or limit disbursement of any funds or a portion thereof if the purpose or manner of expenditure by



NATIONAL GUARD BUREAU
OFFICE OF THE US PROPERTY AND FISCAL OFFICER FOR MICHIGAN
3423 NORTH MARTIN LUTHER KING JR. BLVD
LANSING, MICHIGAN 48906-2934

MEMORADUM OF UNDERSTANDING
BETWEEN
THE USPFO FOR MICHIGAN AND THE CITY OF LANSING CHIEF OF POLICE

SUBJECT: Physical Security of the USPFO compound after regular duty hours

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1. Reference. Michigan Army National Guard regulation 190-11.
2. Purpose. In accordance with the above referenced regulation, I am requesting after physical security drive through checks of USPFO for Michigan Supply and Services Division 3405 N. Martin Luther King Jr. Blvd, Building 40, Lansing, MI 48906 from the City of Lansing Police Department. In addition, I am requesting a response time to an activated alarm as soon as possible but no later than 15 minutes.
3. Scope of this Understanding. The City of Lansing Police Department will conduct after hours physical security drive through checks of the alarmed premises at USPFO for Michigan Supply and Services Division 3405 N. Martin Luther King Jr. Blvd, Building 40, Lansing, MI 48906. Our offices are staffed week days from 0530 to 1630 hours. We are closed on weekends and holidays, except for one or two weekend(s) a month when the members of the Michigan Army National Guard are on drill. Weekend drill duty hours are 0530 to 1630 hours. Some employees do work on the weekends and after normal business hours. In case the need should arise that identification must be made, contact LTC Dennis J. Nadrasik at 517-230-0656. Additionally, the City of Lansing Police Department will respond to an activated alarm as soon as possible but no later than 15 minutes.
4. Additional Information. D & K Security personnel will be on the premises on weekdays from 0530-1730 and on drill weekends. Point of contact at D & K Security is Mr. Tim Doerr, 624 S. Cedar St #300 Mason, MI 48854. He may be reached by phone at 517-930-6299. D & K Security dispatch office may be reached at 1-800-535-0646. Our vault alarm service company is SNC Alarm Associates. They can be reached at 800-488-5007,

Drill Week.ends

13-14 OCT 12	3-4 NOV 12	1-2 DEC 12	5-6 JAN 13
2-3 FEB 13	2-3 MAR 13	20-21 APR 13	4-5 MAY 13
8-9 JUN 13	19-21 JUL 13	10-11 AUG 13	7-8 SEP 13

5. Effective Date (2012-08-15).

**MUTUAL AID AGREEMENT BETWEEN THE CITY OF LANSING
AND
THE OFFICE OF THE EATON COUNTY SHERIFF**

THIS AGREEMENT, made effective **this** day of December, 2010, between the Office of the Eaton County Sheriff and the City of Lansing, with their respective principal offices located at 1025 Independence Boulevard, Charlotte, Michigan and 124 West Michigan Avenue, Lansing, Michigan.

WHEREAS, two or more governmental entities may, pursuant to the provisions of Act 236 PA 1967, being MCL 123.811 et seq., enter into an Agreement to provide mutual police assistance and services to one another; and

WHEREAS, certain situations may exist in the nature of public nuisances, public disturbances or in cooperative law enforcement activities; and

WHEREAS, each governmental entity is willing to provide mutual police aid and assistance to the other, provided the powers, duties, responsibilities and legal liabilities are established by agreement in advance.

NOW, THEREFORE, IT IS AGREED, as follows:

1. In the event that during the term of this Agreement an emergency in the nature of a public nuisance or disturbance is occurring, or, in the opinion of the Chief of Police/Sheriff of either of the respective governmental entities or the person acting for him/her, is probable to occur, or there is a need for cooperative law enforcement activity, the Chief of Police/Sheriff, or the person acting for him/her, may call upon the other to provide mutual police aid and assistance to one another; and the police agency contacted may provide such personnel or equipment, aid or assistance, as the Chief of Police/Sheriff or his/her designee may, in his/her sole discretion, determine to be available, having due regard for the basic public service needs of the assisting governmental entity. Neither party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.

2. All police personnel assigned to assist under the terms of this Agreement shall carry out such functions and duties as assigned to them by the Chief of Police/Sheriff of the requesting governmental entity, or his/her designee; provided, however, that ultimate supervisory control shall remain with the Chief of Police/Sheriff of the employing agency who shall have the sole discretion to remove or withdraw all personnel or equipment if such action is deemed necessary or appropriate. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between local and neighboring calls for cooperative law enforcement activities shall be solely the responsibility of the Chief of Police/Sheriff of the employing agency.

3. All personnel supplied to the other governmental entity in aid or assistance shall remain at all times solely the agent or employee of their employing department, and not the requesting governmental entity; and the employing agency shall be and remain solely responsible for the payment of all wages, fringe benefits, disability payments, and charges to be made for equipment, supplies and material.

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AGREEMENT BETWEEN
THE CITY OF LANSING
AND NEOGEN

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LANSING CITY Cr@) MAINTENANCE OF OAK PARK

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This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 38933, a Michigan municipal corporation ("City"), and Neogen Properties V, LLC, a Michigan limited liability company, 620 Leshar Place, Lansing, MI 48912 ("Neogen") upon the terms and conditions stated below,

The **CITY OF LANSING** and Neogen hereby agree to the following terms and conditions:

1. TERM

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The term of this Agreement shall commence at 12:00 AM on January 1, 2017 and end at 11:59 PM on December 31, 2019.

2. CITY PARK COVERED BY THIS AGREEMENT

Oak Park

3. MAINTENANCE SCHEDULE

At the beginning of the mowing season, Neogen will submit for the City's approval a basic maintenance schedule. The City shall, if necessary, make changes to the maintenance schedule to conform to the City's needs.

The mowing season will start on April 15 and continue through October 31 of each year,

4. SCOPE OF WORK

During the term of this Agreement, Neogen shall maintain all of Oak Park except the playground and tree trimming. Neogen shall maintain the park to the City's reasonable satisfaction, including grass cutting, weed trimming, minor repairs (those that cost less than two hundred and 00/100 (\$200.00) dollars in each instance), litter and debris pick-up and removal, and snow and ice removal. Neogen shall inform City's Public Service Department, of any matter needing which needs to be addressed by City,

All work shall be performed in a professional, courteous, workmanlike manner using quality equipment and materials, all of which must be maintained and operated to a commercially reasonable standard as well as meeting all OSHA and MIOSHA Safety Standards.

The City shall be notified within a reasonable time of damage incurred at 483-4161.

5. HOURS OF OPERATION.

